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RECORDATION FORM COVER SHEET
PATENTS ONLY

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GTC Biotherapeutics, Inc. (executed 9/16/2003)Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

Execution Date: September 16, 2003

2. Name and address of receiving party(ies)

Name: Trustee of Tufts College

Internal Address: Ballou Hall
Medford, MA 02155Street Address: Ballou Hall
Medford, MA 02155Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s)

B. Patent No.(s)

09/432,906

Additional numbers attached? Yes No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Ingrid A. Beattie, Ph.D., J.D.
 Address: MINTZ, LEVIN, COHN, FERRIS
 GLOVSKY and POPEO, P.C.
 One Financial Center
 Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41).....\$40.00

 Enclosed The Commissioner is authorized to charge
the undersigned's Deposit Account.

8. Deposit Account No: 50-0311

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ingrid A. Beattie, Reg. No. 42,306

September 17, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [4]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents
 P. O. Box 1450
 Alexandria, VA 22313-1450

CORPORATE ASSIGNMENT AND AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, of which receipt is hereby acknowledged, GTC Biotherapeutics Inc. a corporation of the Commonwealth of Massachusetts, having an office at 175 Crossing Boulevard, Suite 410, Framingham, Massachusetts 01702, and its successors, assigns and legal representatives (hereinafter referred to as the "Assignor"), owner of the entire right, title, and interest throughout the world in and to the "Intellectual Property" filed upon by Echelard et al. for Assignor, the patent application related to "Transgenic and Cloned Mammals" filed on November 2, 1999 described in an application for Letters Patent of the United States, Serial No. 09/431,842 and its international equivalents hereby sells and assigns to Trustee of Tufts College (hereinafter referred to as the "Assignee"), a Commonwealth of Massachusetts corporation, having offices at Ballou Hall, Medford, Massachusetts 02155, Assignor's entire right, title and interest, as delimited below, in the said Intellectual Property, provided for above, to be held and enjoyed by Assignee, its successors and assigns. The assigned rights, moreover, include the right to bring suit and recover damages for past infringement. Specifically not included within this Assignment are any claims, patents, patent applications in the U.S. or in other jurisdictions that claims, recites or covers metaphase oocytes. Moreover, Assignor expressly retains all its rights to U.S. Application Serial No. 10/423,792, and equivalent divisional applications filed internationally in Australia (Appl Serial No. 2003204830), Canada (Appl. Serial No. unknown), Europe (Appl. Serial No. 030140305), and Japan (Appl. Serial No. 2003-182181). The delimited rights provided herein extend to U.S. Application Serial No. 09/431,842 and all Letters Patent that may be granted in the United States for said invention, as well as for any renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in the United States; as well as the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, new filings and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said Intellectual Property, specifically excluding, however, U.S. Divisional Application Serial No. 10/423,792 or its progeny in the United States or the world.

Given the above rights and conditions, Assignor also authorizes Assignee to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States for its Patent Application Serial No. 09/431,842, and to invoke and claim for this application for patent or other form of protection for said inventions, without further authorization from Assignor, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Assignee to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

Assignor agrees that, when requested, it shall, without charge to Assignee, but at its expense, sign or have signed all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection hereby assigned to

Assignee. Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said Intellectual Property and said inventions as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Intellectual Property, said inventions and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

In testimony whereof, GTC Biotherapeutics Inc. has caused this assignment to be signed by its duly authorized officers and its seal to be attached this 16th day of September, 2003.

GTC Biotherapeutics Inc.

By:

Title:

(Corporate Seal)

State of MASSACHUSETTS
County of MIDDLESEX

Before me personally appeared said Daniel S. Woloshen and acknowledged the foregoing instrument to be his free act and deed this 16th day of September, 2003.

Seal

Susan A. Doucette, Notary Public

My Commission Expires:

Susan A. Doucette

NOTARY PUBLIC

My Commission Expires: Sept. 8, 2008